



CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Body under Ministry of Health & Family Welfare, Govt. of India)

2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg,
Chanakyapuri, New Delhi-110021.



Date: - 12/03/2026

Minutes of Pre-bid meeting held on 06/03/2026 at 11:00 AM regarding Tender No.:
CMSS/PROC/2025-26/NACO/036, CPP Tender ID: 2026 CMSS 901017 1, dated 03/03/2026
for Procurement of STI/RTI Color Coded Drug Kit for NACO

Pre-bid queries raised by the prospective bidders and Clarification/ Amendments by CMSS:

Sr. No.	As per tender	Tender clause no. & Page No.	Bidder's Query	Bidder's Name	Clarifications/ Amendments
1.	Technical Specifications and Quality Assurance: Schedule I to VIII	SECTION VI & Pg No. 67-68	Refer to this clause we understand that we need to pack each product in 1 kit that Kit to be supply in 1 pouch form, so can we supply those products in individual pack instead of supplying in KIT form.	M/s Macleods Pharmaceuticals Ltd	Clarified as: Kindly follow tender terms & conditions.
2.	Tenderer must submit own manufacturing license in the indicated pharmacopeia (as indicated in technical specification) valid on the date of tender opening (technical bid). If the tendered drug is in Indian Pharmacopoeia (IP), then the manufacturing license has to be submitted in IP only. For drugs that are not available in IP, other official Pharmacopeia (s) are applicable. If a drug is not available in any of the official pharmacopeias, 'In House' standards are applicable as per the	Section IV (b) & Pg No. 55	Refer to this point, request to accept Export Product Manufacture License while submitting the quote. Meanwhile will apply the Product license in Domestic and once the product is awarded we shall supply the product as per IP (Domestic).	M/s Macleods Pharmaceuticals Ltd	Clarified as: Kindly follow tender terms & conditions.

Tel. No. 011-21410905/6, Fax No. 011-21410849 Website: www.cmss.gov.in



Handwritten signature

	Drugs and Cosmetics Act 1940 and the Rules therein. Bidder is requested to submit an undertaking that the drug is not available in IP or any other approved pharmacopeia.				
3.	Tenderer must submit Market Standing Certificate issued by the Licensing Authority, as a Manufacturer of the item quoted, for any two out of last three financial years i.e. 2023-24, 2024-25 and 2025-26. However, this would not apply to products which have been licensed by licensing authority less than two years ago. A permission from DCG (I) shall be required for all new regulated products to this effect. Market Standing Certificate is acceptable as individual drugs of quoted kit.	Section IV (e) & Pg No. 55	Refer to this clause we request to accept the Market Standing Certificate as per Export supply i.e. BP /USP for last 2 years in case where we have past performance in export.	M/s Macleods Pharmaceuticals Ltd	Clarified as: Kindly follow tender terms & conditions.
4.	Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the	Section VII (9.12) & Pg No. 119	We have been supplying several medicines to CMSS/NTP since past many years without defaulting. Considering the long-term association and proving our reliability, we request you to remove the liquidated damages clause from the tender. If you still believe that will be against the tender norms,	M/s Macleods Pharmaceuticals Ltd	Clarified as: Kindly follow tender terms & conditions.



	contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½ % (half percent) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay to be applied proportionately on per day basis for first four weeks of delay. For subsequent delays, a sum equivalent to 2.5% (two and half percent), instead of 0.5%, for each week of delay to be applied proportionately on per day basis of delivered price shall be deducted as liquidated damages. The maximum deduction on account of LD shall not exceed 10% of the delayed goods or incidental works/ service contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.		request you to reduce it to 0.0714 % per day till 28 days & if beyond 28 days 0.3571% per day, and up to maximum 10% as per current supply orders.		
5.		Section IV (h) & Pg No. 56	As per Clause (h) - Section IV: Qualification Criteria, the tender document specifies that the tenderer must have supplied a minimum quantity of the same or similar item during the last two financial years, including the period of the current	M/s Micron Pharmaceuticals	Clarified as: Kindly refer Corrigendum-1 for the same.



			financial year up to the date of tender opening. However, in the Proforma for Performance Statement Format enclosed with the tender document, the Purchase Order quantity details are requested specifically for the financial years 2022-23 and 2023-24, which appears to differ from the requirement stated in Clause (h), where the last two financial years including the current financial year period is mentioned. In view of the above, we kindly request your clarification on whether the performance details should strictly be provided for the financial years 2022-23 and 2023-24, as per the Proforma, or in accordance with Clause (h), which refers to the last two financial years including the current financial year up to the date of tender opening.		
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Note: - Above changes will be part of the tender document.

12/3/26
(Manish Kumar Bhaskar)
JD (Procurement)

